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A C T

F O R

Explaining and Amending the Marriage Settlement of
Edward Lord Winterton, in the Kingdom of *Ireland*,
by Empowering him to sell Part of the Estates in the
Counties of *Suffex*, *Surry*, and *Norfolk*, therein com-
prised; and for laying out the Monies arising by such
Sale in the Purchase of other Estates of equal or greater
Value, to be settled to the Uses of the said Marriage Set-
tlement; and for other Purposes therein mentioned.

WITNESSETH a Recd by Indentures of Lease and Release, bearing Date
respectively the Eighth and Ninth Days of *March* One thou-
sand Seven hundred and Fifty-six, the Release being Quin-
quepartite, and made or mentioned to be made between
the Right Honourable *Edward* now Lord *Winterton*, of
the Kingdom of *Ireland*, by the Name and Description of
Edward Turnour of Billinglass Park, in the County of *Suf-
fx*, Esquire, then lately called *Edward Turnour Garib*, of
the First Part; the Right Honourable *Thomas Lord Archer*, Baron of *Umber-
jade*, in the County of *Warwick*, and the Honourable *Ann Archer*, youngest
Daughter of the said *Thomas Lord Archer*, now the Right Honourable *Ann*
Lady *Winterton*, of the Second Part; the Right Honourable *Other Earl of
Plymouth*, and *Henry Archer of Hale*, in the County of *Southampton*, Esquire,
of the Third Part; the Right Honourable *George Manners*, Esquire, com-
monly called *Lord George Manners*, Fourth Son of his Grace *John Duke of
Rutland*, and *Abraham Atkins of Clapham*, in the County of *Surry*, Esquire,
of the Fourth Part; and *John Chaplin of Blaxney*, in the County of *Lincolns*,
and

and *Crayle Crayle of Oddington*, in the County of *Gloucester*, Esquires, of the Fifth Part; in Consideration of a Marriage then intended, and which was soon after had and solemnized, between the said *Edward* now Lord *Winterton* and the said *Ann* now Lady *Winterton*, and for other Considerations in the said Indenture Quinquepartite mentioned and expressed, he the said *Edward* now Lord *Winterton* did grant, bargain, sell, release, and convey unto the said Earl of *Plymoutb* and *Henry Arber*, and to their Heirs and Assigns, together with the Manor of *Shillinglee*, otherwise *Shillinglee Park*, and the capital Messuage or Mansion-house of the said *Edward* now Lord *Winterton* at *Shillinglee*, and divers other Manors, Lands, Tenements, and Hereditaments, in the several Counties of *Sussex*, *Norfolk*, and *Hereford*, therein mentioned and described, all that the Manor or reputed Manor or Lordship of *East Hampnett*, in the Parish of *Box Grove*, in the said County of *Sussex*, together with all and singular the Messuages, Houses, Barns, Stables, Buildings, Lands, Tenements, Rights, Royalties, Hereditaments; Advantages, and Appurtenances thereto belonging, or in any-wise appertaining; and also all that Messuage or Tenement, and Farm, with the Buildings, Lands, Arable, Meadow, Marsh, and Coppice Grounds thereto belonging, called or known by the Name of *Almodington Farm*, situate, lying, and being in *Earnly*, in the said County of *Sussex*, formerly in the Possession of *Batt Adams*, and afterwards of *William Dyer*, and then of *John Ewen*; and also all that capital Messuage, with the Barns, Orchards, Gardens, Lands, and Appurtenances thereto belonging, called or known by the Name of *Crockerill Upper Farm*, then or then late in the Possession of *Anthony Dyer*; and also all those Two Barns, with the Pigeon-house, and Parcels of Land, Meadow and Pasture, called *East Hampnett Farm* or *Crockerill Lower Farm*, also then or then late in the Possession of the said *Anthony Dyer*; and also all that Messuage, Tenement, or Farm, with the Lands and Tenements thereto belonging, called or known by the Name of *Fountain's Farm*, lying and being in the Parish of *Kirdford*, in the said County of *Sussex*, and then or then late in the Possession of *John Boxall*; and also all that Messuage or Tenement, and Farm, with the Lands and Tenements thereunto belonging, called or known by the Name of *Cbiddingfold Farm*, situate, lying and being in the Parish of *Cbiddingfold*, in the County of *Surry*, and then or then late in the Possession of *Thomas Perryer*; and also all that Messuage or Tenement, and Farm, with the Lands and Tenements thereunto belonging, called or known by the Name of *Langburst Lynes*, lying and being in the Parish of *Kirdford* aforesaid, and then or then late in the Possession of *William Holland*; and also all that Messuage or Tenement, and Farm, with the Lands and Tenements thereunto belonging, called or known by the Name of *Black Brook Farm*, lying and being in the Parish of *Petworth*, in the said County of *Sussex*, and then or then late also in the Possession of the said *William Holland*; and also all those Messuages or Tenements, and Farms, with the Lands and Tenements thereunto belonging, commonly called or known by the Name of *Cratbings* and *Benefold Farms*, situate, lying, and being in the said Parish of *Kirdford*, in the said County of *Sussex*, and then or then late in the Possession of *Edward Hooker*; and also all that Tenement and Farm, called or known by the Name of *Bramley Fields*, situate, lying, and being in the said Parish of *Kirdford*, and then or then late in the Possession of *Daniel Wild*; and also all that the Manor or reputed Manor of *Down Place*, with the Rights, Members, and Appurtenances thereunto belonging, in the County of *Surry*, and all that capital Messuage or Tenement, with the Lands, Tenements, and Appurtenances thereto belonging, commonly called or known by the Name of *Down Farm*,

Farm, Down Place, or Down Place Farm, situate, lying, and being in the Parishes of Compton Saint Nicholas near Guildford, and Worplesdon, otherwise Warplesdon, in the County of Surry, then late in the Tenure or Possession of John Tullet, and then of William Heath; and also all that Messuage or Tenement, situate, lying, and being in Godalming, in the said County of Surry, commonly called or known by the Name of the George Inn, with the Out-houses, Buildings, Pieces of Land, and Appurtenances thereto belonging, and then in the Possession of James Snelling; and also all those several Pieces or Parcels of Land, situate, lying, and being in or near Godalming aforesaid, then late in the Possession of John Brombam, and then of Thomas Thatche, and also all those Six Closes or Parcels of Land in Godalming aforesaid, Four of them lying and being at a certain Place there called Halloway Hill, near Green Lane, and the other Two at or near a certain Place there called Easing Hill, which said Six Closes or Parcels of Land last-mentioned then or then late were in the Possession of Thomas Woods; and also all that Messuage or Tenement, with the Barn, Garden, Orchard, and Piece of Land thereunto belonging, situate, lying, and being in Godalming aforesaid, formerly in the Possession of the Widow Otway, and afterwards of Scotneys, and then of Roker; and also all that Messuage or Tenement, with the Garden and Lands thereunto belonging, situate, lying, and being in Godalming aforesaid, and then or then late in the Possession of William Balbien; and also all that Messuage or Tenement, with the Barns, Stables, Outhouses, Two Gardens, and a Ship of Meadow or Pasture Ground thereunto belonging or therewith enjoyed, situate, lying, and being in Godalming aforesaid, then late in the Possession of his Grace the Duke of Richmond, and then of Francis Elliott, Gentleman; and also all that Messuage or Tenement and Garden, situate in Godalming aforesaid, then or then late in the Possession of Richard Steadman; and also all that Messuage or Tenement and Garden in Godalming aforesaid, then or then late in the Possession of Charles Roker; and also all that Messuage or Tenement and Garden in Godalming aforesaid, then or then late in the Possession of Thomas Wilkinson; and also all that Messuage or Tenement and Garden in Godalming aforesaid, then late in the Possession of George Rowley, and then of John Mason; and also all that Messuage or Tenement and Garden in Godalming aforesaid, then or then late in the Possession of the Widow Norris and William Westbrook; all which said several Manors, Lands, Tenements, and Hereditaments, herein before particularly mentioned and described, together with divers other Manors, Lands, Tenements, and Hereditaments, were formerly the Estate and Inheritance of Edward Turnour, then late of Bloomsbury Square, in the County of Middlesex, Esquire, deceased, and were by him, in and by his last Will and Testament in Writing, given and devised to Charles Baldwyn, Gentleman, and his Heirs, upon Trust, to pay the Rents and Profits thereof to Sarah Garth, Mother of the said Edward now Lord Winterton, for her Life; and, after her Decease, in Trust, to pay the same to the said Edward now Lord Winterton, by the Name of Edward Turnour Garth, for his Life; and, after his Decease, in Trust, to pay the same to the Heirs of his Body, with other Remainders over; and, by virtue of several Recoveries suffered thereof in Michaelmas Term then last, the Fee-simple and Inheritance thereof were then absolutely vested in the said Edward now Lord Winterton; and also all those the Manors of Bestborpe Pages, Bridgbams, and Plafingball, with the Rights, Members, and Appurtenances thereunto belonging, situate, lying, and being in the County of Norfolk; and also the Rectory of Bestborpe, and the Advowson of the Church of Bestborpe aforesaid; and also all the Tythes

Tythes of Corn, Grain, and Hay, lying, being, arising, and increasing, within the Parish of *Bethborpe* aforesaid; and also all that capital Mansion-house called *Bethborpe Hall*, with the Stables, Outhouses, Dovehouse, Gardens, Orchards, Meadows, and Pasture Lands thereto belonging, or therewith then or usually enjoyed (except the Decoy); and also all that Messuage or Tenement, and Farm, called or known by the Name of the *Grazing Farm*, with the Barns, Stables, Outhouses, Lands, Meadows, and Pastures thereunto belonging, then, or then late in the Possession of *William Barret*; and also all that Messuage or Tenement, and Farm, called the *Hall Farm*, with the Stables, Outhouses, Lands, Meadows, and Pastures thereunto belonging, then late in the Possession of *William Rippon*, and then or then late of *William Cockle*, and also all that Messuage or Tenement and Farm, with the Barns, Stables, Outhouses, Lands, Meadows, and Pastures, thereunto belonging, then or then late in the Possession of *Samuel Rose*; and also all that Messuage or Tenement, and Farm, with the Barns, Stables, and Outhouses, Lands, Meadows, and Pasture Ground, thereunto belonging, then or then late in the Possession of *Nicholas Clarke*; and also all that Messuage, Tenement, or Dwelling House, with a Barn, Stable, and Cowhouse, Lands, Meadow, and Pasture, thereunto belonging, then or then late in the Possession of *Robert Vince*; and also all that Messuage, Tenement, or Dwelling House, with the Barn, Stable, Outhouses, Lands, Meadows, and Pastures, thereto belonging, then or then late in the Possession of *William Childerhouse*; and also all that Messuage or Tenement, and Farm, with the Barns, Stables, Outhouses, Lands, Meadow, and Pasture Ground, thereunto belonging, then or then late in the Possession of *Francis Gates*; and also all that Messuage, Tenement, or Dwelling House, together with the Barn, Stables, Outhouses, Land, Meadow, and Pasture Ground, thereunto belonging, then or then late in the Possession of *Robert Minns*; and also all that Messuage, Tenement, or Dwelling House, with the Barns, Stables, Outhouses, Lands, Meadows, and Pasture Ground, thereunto belonging, then or then late in the Possession of *John Potter*; and also all that Messuage, Tenement, or Dwelling House, with the Outhouses, Lands, Meadow, and Pasture Ground, thereunto belonging, then or then late in the Possession of *Robert Smith*; and also all that Piece or Parcel of Land, then or then late in the Possession of *William Pull*; which said several Messuages or Tenements, Farms, Lands, and Premises last mentioned, are situate, lying, and being in the Parishes of *Bethborpe*, *Atleborough*, and *Wymondham*, in the County of *Norfolk* aforesaid, some or one of them, and which said Messuages or Tenements, Farms, and Premises, were then late or formerly in the several Tenures or Occupations of *Elizabeth Lady Byron* (then late *Elizabeth Shaw*), *Nicholas Clarke*, *Susan Howes*, *James Clarke*, *William Childerhouse*, *Henry Dawes*, *Robert Minns*, *John Ebbets*, *William Cockle*, *William Pull*, *John Reeve*, *Samuel Rose*, *Robert Smith*, *John Potter*, *John Tawell*, *Francis Gates*, *William Green-grass*, the Reverend Mr. *Carver*, *William Blythe*, and *William Drew*, or some of them, their Undertenants or Assigns (excepting the said Decoy) which in the said Grant and Release is mentioned to be situate, lying, and being about the Space of a Mile distant from the said Mansion House called *Bethborpe Hall*; and also excepting such Part of the said last-mentioned Lands, Tenements, and Premises, as were Copyhold, which said Copyhold Lands and Premises lie intermixed with and as Parcel of the said last-mentioned Lands and Premises;

miles; all which said Manors, Lands, and Premises last-mentioned, were then lately purchased of and from *William Lord Byron* and *Elizabeth Lady Byron* his Wife, and all other the Freehold Messuages, Lands, Tenements, and Hereditaments, which were then lately purchased of them, in Trust, and for the Use and Benefit of the said *Edward now Lord Winterton*; and also all that Messuage or Tenement, Farm and Lands, with the Appurtenances, commonly called or known by the Name or Names of *Norbridge*, or by any other Name or Names, in the Occupation of *William Boxall*; and also all those Closes or Parcels of Land and Ground, with the Appurtenances, commonly called or known by the Name of *Minn's Wood*, or by any other Name or Names, Parcel of the said Farm, containing in all Threescore Acres, be the same more or less, situate, lying, and being near *Norbridge Hill* in *Cbiddingfold* aforesaid, and in *Hambledon*, or in both or one of them, in the County of *Surry*, and then late in the Tenure or Occupation of *George Marden* or his Assigns, and then or then late in the Possession of the said *William Boxall*; and also all that Parcel of Land and Coppice Ground, with the Appurtenances, called *Glover's Wood*, or by any other Name or Names, containing by Estimation Twelve Acres, be it more or less, and One little Meadow thereto adjoining, containing by Estimation Two Acres, be it more or less, lying and being in *Cbiddingfold* and *Hambledon*, or in both or one of them, in the said County of *Surry*, and then late also in the Tenure or Occupation of the said *George Marden* or his Assigns, and then late in the Possession of *Arthur Stedman* the younger, and then of the said *William Boxall*; and also all that Meadow, with the Appurtenances, called or known by the Name of *Island Meadow*, or by whatsoever other Name or Names the same is called or known by, containing in the Whole by Estimation Four Acres, be it more or less, together with the Coppice thereto belonging, lying and being in the said Parish of *Hambledon*, in the said County of *Surry*, formerly in the Tenure or Occupation of the said *George Marden* or his Assigns, and then late of the said *Arthur Stedman* the younger, and then of the said *William Boxall*, which said Messuage, Lands, and Premises, last-mentioned, were then lately purchased of and from *Arthur Stedman* and the said *Arthur Stedman* the younger, or one of them, and all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Closes, Lands, Tenements, Meadows, Leafows, Pastures, Feedings, Trees, Woods, Underwoods, Wood Grounds, Coppices, Commons, Common of Pasture, Sheep Walks, Courts Leet, Courts Baron, View of Frankpledge, and whatsoever to View of Frankpledge belongeth, Perquisites and Profits of Courts, Heriots, Waifs, Estrays, Deodands, Goods and Chattels of Felons, Fugitives, Persons outlawed and attainted, Felons of themselves, Treasure Trove, Jurifictions, Franchises, Royalties, Precincts, and Liberties, with the Appurtenances, Quit Rents, Rents of Assize, annual Rents, Amerciaments, Profits, Commodities, Emoluments, Hereditaments, Advantages, and Appurtenances whatsoever, to the said several Manors or Lordships, Messuages, Farms, Lands, Tenements, Tythes, Hereditaments, and Premises, thereby granted and released, or mentioned or intended so to be, or to any or either of them belonging or in any-wise appertaining, or therewith or with any or either of them held, used, occupied or enjoyed, or accepted, reputed, deemed, or esteemed to be Part or Member of them, or of any or either of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the said Manors and Premises, and of every Part and Parcel thereof, with the Appurtenances, and all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Profit, Property, Claim, and Demand

mand whatsoever, of him the said *Edward now Lord Winterton*, of, in, or to the said Manors, Advowson, Messuages, Tenements, Tythes, Hereditaments, and Premises, thereby granted and released, or meant, mentioned, or intended to be, or any Part or Parcel thereof, to hold the said Manors, Rectory, Advowson, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises, with their and every of their Appurtenances (except as before excepted) unto the said Earl of *Plymouth* and *Henry Archer* and their Heirs, to the several Uses, Intents, and Purposes, therein after limited, expressed, and declared; that is to say, after the Solemnization of the said intended Marriage, then as for and concerning the said Manors, Rectory, Advowson, Messuages, Lands, Tenements, Tythes, and Hereditaments, in the County of *Norfolk*, to the Use of the said *Lord George Manners* and *Abraham Atkins*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, without Impeachment of Waste, in Trust, by the Ways and Means therein mentioned, to raise and pay, during the joint Lives of the said *Edward Lord Winterton* and *Ann Lady Winterton*, the yearly Sum of Two hundred Pounds for her separate Use and Disposition; and as to the Premises in the County of *Norfolk*, after the Determination of the said Term of One hundred Years, and subject thereto, and as to all and singular other the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, thereby granted and released, immediately after the Solemnization of the said Marriage, to the Use of the said *Edward now Lord Winterton* for his Life, without Impeachment of Waste (voluntary Waste in the Houses and Buildings excepted) and after the Determination of that Estate to the Use of the said Earl of *Plymouth* and *Henry Archer*, and their Heirs, during the Life of the said *Edward now Lord Winterton*, upon Trust, to preserve the contingent Remainders therein after limited; and from and immediately after the Decease of the said *Edward now Lord Winterton*, then to the Use, Intent, and Purpose, that the said *Ann now Lady Winterton* and her Assigns should and might, in case she should happen to survive the said *Edward now Lord Winterton* her then intended Husband, have, receive, take, and enjoy, by and out of the said Manors, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises, yearly and every Year, during her natural Life, a clear yearly Rent Charge or annual Sum of One thousand Two hundred Pounds, clear of Taxes, and free from all Deductions whatsoever; and which said Rent Charge or annual Sum issuing out of the said Manors, Messuages, Lands, Tenements, Tythes, and Premises, and out of other Lands and Tenements to be purchased in pursuance of a certain Indenture Tripartite, therein mentioned to bear equal Date with the said Indenture Quinquepartite, and made or mentioned to be made between the said *Edward now Lord Winterton*, of the First Part; the said *Thomas Lord Archer*, and *Ann now Lady Winterton*, of the Second Part; and the said *Other Earl of Plymouth*, and the said *Henry Archer*, of the Third Part; is declared to be as and for the Joyniture of the said *Ann now Lady Winterton*, and in Lieu and Bar of her Dower, with the usual Powers of Entry and Distress for better securing and recovering the said Rent Charge; and as for and concerning all the said Manors, Lands, Tenements, Hereditaments, and Premises, so charged with the said yearly Rent Charge of One thousand Two hundred Pounds, immediately after the Death of the said *Edward now Lord Winterton*, but subject nevertheless to the said yearly Rent Charge of One thousand Two hundred Pounds, and the Remedies and Powers thereby given and provided for securing and recovering the same, to the Use of the said *John Chaplin* and *Crayle Crayle*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon Trust,

Trust, by the Ways and Means therein mentioned, for the better and more effectually securing and recovering the said yearly Rent Charge and all Arrears thereof, and from and after the End, Expiration, or other sooner Determination, of the said Term of Two hundred Years, and subject thereto, then to the Use of the said Lord *George Manners* and *Abraham Atkins*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon Trust, by the Ways and Means therein mentioned, for raising Portions and Maintenance for the Daughters and younger Sons of the said Marriage, in such Manner as is therein mentioned; and from and after the Expiration, or other sooner Determination, of the said several Terms of Two hundred Years and Five hundred Years, and subject thereto respectively, to the Use and Behoof of the First and every other Son of the said Marriage successively in Tail Male, with the Remainder or Reversion in Fee to the right Heirs of the said *Edward* now Lord *Winterton*:

And whereas the said *Edward* Lord *Winterton* and *Ann* Lady *Winterton* have Issue between them now living, Two Sons named *Edward* and *Arthur*, and Two Daughters named *Ann* and *Catharine*, all of them Infants, under the Age of Twenty-one Years, and no other Issue.

And whereas from the Situation and Circumstances of the several Estates herein before mentioned and described, it is very probable that the said *Edward* Lord *Winterton* may, by Sale and Disposition of the same, acquire a considerable Advantage to his Family; and for that Purpose he is willing and desirous to be qualified and empowered to sell and dispose of the same, or any Part or Parts thereof, with the Consent and Approbation of such Persons as are herein after-mentioned; and that the Money arising and produced by such Sale may be laid out and applied in the Purchase of other Lands and Hereditaments more convenient, suitable, and advantageous, for him and his Family, and for the Purposes of the said Settlement: But as no such Provision is made in the said Settlement for that Purpose, and as such Exchanges so proposed cannot, by reason of the Limitations of the said Settlement, and the Infancy of the Children of the said Marriage, take Effect and be carried into Execution for the Purposes aforesaid, without the Aid and Authority of an Act of Parliament:

*Vide former Bill
fol. 7*

Wherefore your Majesty's most dutiful and loyal Subjects the said *Edward* Lord *Winterton* and *Ann* Lady *Winterton*, for themselves and on the Behalf of the said *Edward*, *Arthur*, *Ann*, and *Catharine*, their Infant Children,

Do most humbly beseech Your most Excellent M A J E S T Y;

That it may be Enacted; And be it Enacted, by the K I N G's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Edward* Lord *Winterton*, at any Time or Times during his Life, by and with the Consent and Approbation of the said *Thomas* Lord *Archer*, *Other Earl of Plymouth*, *Henry Archer*, and of the Honourable *Andrew Archer*, or the Survivors or Survivor of them, or the Heirs of such Survivor, to be signified as is herein after-mentioned, by any Deed or Deeds, Writing or Writings, to be sealed and delivered by him the said *Edward* Lord *Winterton*, and also by the said *Thomas* Lord *Archer*, *Other Earl of Plymouth*, *Henry Archer*, and

and *Andrew Archer*, or the Survivors or Survivor of them, or the Heirs of such Survivor, to signify such their Consent and Approbation, in the Presence of Two or more Witnesses, to revoke, repeal, and make void all and every the Uses, Estates, Trusts, Limitations, Conditions, Term and Terms of Years, Charges, Powers, Provisoes, Remainders, and Contingencies, which in and by the said Indenture Quinquepartite, or Settlement herein before recited or referred to, are limited, appointed, created, expressed, provided, or declared, of and concerning all and every or any the Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, herein before particularly mentioned to be settled, limited, and assured, as aforesaid, and by the same Deed or Deeds, Writing or Writings, or by any other Deed or Deeds, Writing or Writings, to be executed and attested as aforesaid, to limit or appoint the Inheritance, in Fee-simple, of the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, whereof the Uses shall be so revoked, to the Use of them the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, and the Survivors and Survivor of them, and the Heirs of such Survivor, but nevertheless upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after-mentioned, expressed, or declared, of and concerning the same.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and all and every other Person and Persons, to whom the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises respectively, shall, by virtue and in pursuance of this present Power, be limited and vested in Fee-simple as aforesaid, for the Purposes of this Act, shall stand sealed of the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, upon the Trusts, and to and for the Ends, Intents, and Purposes herein after-mentioned, expressed, and declared, of and concerning the same; that is to say, Upon Trust that they the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, and the Survivors and Survivor of them, and the Heirs of such Survivor, do and shall, by and with the Consent and Approbation of the said *Edward Lord Winterton*, if living, to be testified by Writing under his Hand and Seal; but if dead, then by and with the Consent and Approbation of such Person or Persons who would for the Time being have been intitled to the Possession of the said Estates, by virtue of the said recited Indenture Quinquepartite or Settlement, in case this Act had not been made; and in case such Person or Persons shall be an Infant or Infants, then with the Approbation of his, her, or their Guardian or Guardians, to be signified as aforesaid, absolutely sell, convey, and dispose of all and every the Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, so to be vested in them as aforesaid for the Purposes of this Act, or any Part or Parts thereof, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, or of any Part thereof, for the most Money and best Price and Prices that they can get for the same, and receive and give Receipts for the several Sums of Money arising and produced by such Sale and Sales thereof respectively; and also upon Trust that they the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, and the Survivors or Survivor of them,

them, and the Heirs of such Survivor, shall and do, with the like Consent and Approbation of the said *Edward Lord Winterton*, if living, but if dead, then of such Person or Persons as aforesaid, to be testified as aforesaid, pay, lay out, apply, and dispose of the Money arising and to be produced by such Sale or Sales as aforesaid, in Manner following; that is to say, In One or more Purchase or Purchases of Freehold Lands, Tenements, and Hereditaments, situate in that Part of *Great Britain* called *England*, in Fee-simple in Possession, free from Incumbrances, of equal or greater Value; and also do and shall, immediately after such Purchase or Purchases shall be so made, by and with the like Consent and Approbation, to be testified as aforesaid, settle, convey, and affir the Messuages, Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to such and the same Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and the same Powers, Provisoes, Conditions, and Limitations, as in and by the said Indenture Quinquepartite or Settlement herein before recited are limited, created, provided, expressed, and declared, of and concerning the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, so to be vested in Trust to be sold, and whereof the Uses shall be so revoked as aforesaid, or such or so many of them as shall be then existing, undetermined, or capable of taking Effect, or as near thereto as by the Rules of Law or Equity the same can be done and effected.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That in the mean time, and until such Sale or Sales and Conveyances shall be made of the said Estates respectively as aforesaid, the said *Thomas Lord Archer*, *Other Earl of Plymouth*, *Henry Archer*, and *Andrew Archer*, and the Survivors or Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Rents, Issues, and Profits of the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, so to be vested in them and their Heirs, in Trust, to be sold as aforesaid, for the Purposes of this Act, to be had, received and taken, by such Person or Persons as would for the Time being have been intituled to receive the same, in case this Act had not been made.

And, for promoting and facilitating the Sale of the said Estates, so to be vested in Trust to be sold as aforesaid for the Purposes of this Act, it is hereby further Enacted and Declared, by the Authority aforesaid, That all and every Person and Persons, to whom the said *Thomas Lord Archer*, *Other Earl of Plymouth*, *Henry Archer*, and *Andrew Archer*, or the Survivors or Survivor of them, or the Heirs of such Survivor, shall, by virtue and in pursuance of this Act, make any Sale or Conveyance of all or any Part or Parts of the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, so to be vested in them in Trust, to be sold as aforesaid, for the Purposes of this Act, and the respective Heirs and Affligns of such Purchaser or Purchasers, shall and may, upon and from and immediately after the Payment of the Sum and Sums of Money which they shall contract to pay for such Purchase or Purchases, to the said Trustees, or the Survivors or Survivor of them, and the Heirs of such Survivor, and the compleating the respective Conveyances thereof, have, hold, and enjoy the Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, by them respectively

respectively to be purchased, absolutely freed and discharged of and from all and every the Estates, Uses, Trusts, Powers, Provisoes, Limitations, Term and Terms of Years, Remainders, Reversions, and Contingencies, in and by the said Indenture Quinquepartite or Settlement, herein before recited, limited, created, provided, expressed, and declared, of and concerning the same, or any Part thereof ; and also that the Receipt or Receipts of the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, or the Survivors or Survivor of them, or the Heirs of such Survivor, under their, his, or her Hands or Hand respectively, shall from time to time be a good and effectual Discharge to the Purchaser or Purchasers of the same Premises hereby authorized to be sold, or any Part thereof, and his, her, and their respective Heirs, Executors, Administrators, and Assigns, of and for so much of the said Purchase-money as in such Receipt or Receipts shall be expressed to be received ; and after such Receipt or Receipts shall be given, such Purchaser and Purchasers respectively shall be, and he, she, and they respectively are hereby absolutely acquitted and discharged of and from the same ; and shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That in the mean time, from and after any Sale, Conveyance, and Assurance of the Estates to be vested in Trust, to be sold as aforesaid for the Purposes of this Act, or any Part thereof, shall be made and executed, and until such other Lands, Tenements, and Hereditaments, hereby directed to be purchased, with the Residue of the Money arising by such Sale and Sales, which shall remain after, and not be applied for the Purposes before-mentioned, can be purchased accordingly, it shall and may be lawful to and for the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, and the Survivors or Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, by and with the Consent and Approbation of the Person or Persons who would for the Time being be intitled to the Possession of the Premises, if purchased ; and in case of his, her, or their Minority or Minorities, then with the Approbation of his, her, or their Guardian or Guardians, to place out the Residue of the Money to arise by Sale of the Estates, to be vested in Trust to be sold as aforesaid, or such Part thereof as shall be from time to time remaining uninvested, in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, under the Trust and Direction aforesaid, upon real or parliamentary Securities, or in the Publick Funds, or in any Government Securities, or in *East India Bonds* at Interest, in their Names, or in the Names or Name of the Survivors or Survivor of them ; and also from time to time, with the like Approbation and Consent, to call in the Principal Money so to be placed out, and to place out the same again at Interest, upon new or other Securities of the like Nature ; and that the Interest, Dividends, and yearly Proceed, to arise and be produced from such Funds or Securities respectively, shall from time to time be paid to, or applied for the Benefit of, such Person or Persons, as would for the Time being be intitled to receive the Rents, Issues, and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforesaid, That it shall and may be lawful to and for the said *Edward Lord Winterton*, at any time or times during his Life, after

after such Sale or Sales shall be made of the Premises as aforesaid, or any Part thereof, and before such Purchase or Purchases shall be made as aforesaid, by and with the Consent and Approbation of the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, or the Survivors or Survivor of them, or the Heirs of such Survivor, to be signified as is herein after-mentioned, by any Deed or Deeds, Writing or Writings, to be sealed and delivered by him, and also by the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, or the Survivors or Survivor of them, or the Heirs of such Survivor, to signify such their Consent and Approbation, in the Presence of Two or more Witnesses, to settle, convey, and assure any other Freehold Messuages, Lands, Tenements, and Hereditaments, situate in that Part of Great Britain called *England*, free from Incumbrances, whereof the said *Edward Lord Winterton* shall be then feised in Fee-simple in Possession, of equal Value with, or greater Value than such Lands, Tenements, and Hereditaments, as shall be so sold and disposed of as aforesaid, and in lieu of any other Freehold Messuages, Lands, Tenements, and Hereditaments, to be purchased as aforesaid, to, for, upon, and subject to, such and the same Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and the same Powers, Provisoes, Conditions, and Limitations, as in and by the said recited Marriage Settlement are limited, created, provided, expressed, and declared, of and concerning so much and such Part of the said Manors, Lands, Tenements, Hereditaments, and Premises, as shall be so sold and disposed of by virtue of this Act, and whereof the Uses shall be so revoked as aforesaid, or such and so many of them as shall be then existing, undetermined, or capable of taking Effect, or as near thereto as by the Rules of Law or Equity the same can be done; and then the Money arising by such Sale or Sales as aforesaid, so to be placed out as aforesaid, shall be paid unto the said *Edward Lord Winterton*, to and for his own Use and Benefit.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, shall not, nor shall any or either of them, or the Heirs, Executors, or Administrators of any or either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them respectively reposed, any otherwise than each Person for such Sum and Sums of Money as he or they shall respectively actually receive, nor shall any One of them be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of any others or other of them; and also that they the said *Thomas Lord Archer, Other Earl of Plymouth, Henry Archer, and Andrew Archer*, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits of the said Premises, to be vested in them in Trust to be sold as aforesaid, for the Purposes of this Act, or out of the Money to arise by the Sale thereof, retain to and reimburse themselves all Costs, Charges, Damages, and Expences, which they respectively shall or may sustain, expend, or be put unto, in or about the Execution, Defence, or Maintenance of the Trusts hereby in them respectively reposed, or in any-wise relating to or concerning the same.

Saving always to the K I N G's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators

nistrators (Other than and except the said *Edward Lord Winterton* and *Ann Lady Winterton*, and the First and every other Son and Sons of their Bodies lawfully begotten, or to be begotten, and the Heirs Male of the respective Body and Bodies of all and every such Son and Sons respectively, and the Trustees named in the said Settlement, for the several Purposes therein mentioned, their respective Heirs, Executors, Administrators, and Assigns, and the right Heirs of the said *Edward Lord Winterton*, and all and every other Person and Persons claiming or to claim any Use, Trust, Estate, Right, Title, Interest, or Sum or Sums of Money, by virtue of or under the Trusts or Limitations of the said recited Marriage Settlement); All such Estate, Right, Title, Interest, Claims, and Demands whatsoever, of, in, to, or out of the said Manors, Rectory, Advowson, Tythes, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, vested, settled, and limited, or mentioned or intended to be vested, settled, and limited respectively, by this Act, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had and enjoyed, in case this Act had not been made.

An ACT for Explaining and Amending the Marriage Settlement of *Edward Lord Winterton*, in the Kingdom of *Ireland*, by Empowering him to sell Part of the Estates in the Counties of *Suffolk*, *Surrey*, and *Norfolk*, therein comprised; and for laying out the Monies arising by such Sale in the Purchase of other Estates of equal or greater Value, to be settled to the Uses of the said Marriage Settlement; and for other Purposes therein mentioned.